

TRADEMARK (TM) INTAKE SUPPORT SERVICES

SECTION B --- SCHEDULE OF SUPPLIES AND SERVICES

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMT
0001	Mailroom Operations	12	Month		
0002	Initial Intake, Scanning & Email boxes	12	Month		
0003	Fee Processing, Refunds, Cashier	12	Month		
0004	Program Management & Leadership	12	Month		
	<i>Option Period I</i>				
1001	Mailroom Operations	12	Month		
1002	Initial Intake, Scanning & Email boxes	12	Month		
1003	Fee Processing, Refunds, Cashier	12	Month		
1004	Program Management & Leadership	12	Month		
	<i>Option Period II</i>				
2001	Mailroom Operations	12	Month		
2002	Initial Intake, Scanning & Email boxes	12	Month		
2003	Fee Processing, Refunds, Cashier	12	Month		
2004	Program Management & Leadership	12	Month		
	<i>Option Period III</i>				
3001	Mailroom Operations	12	Month		
3002	Initial Intake, Scanning & Email boxes	12	Month		
3003	Fee Processing, Refunds, Cashier	12	Month		
3004	Program Management & Leadership	12	Month		

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CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMT
	<i>Option Period IV</i>				
4001	Mailroom Operations	12	Month		
4002	Initial Intake, Scanning & Email boxes	12	Month		
4003	Fee Processing, Refunds, Cashier	12	Month		
4004	Program Management & Leadership	12	Month		

NOTES: The anticipated period of performance for the base period is October 1, 2011 through September 30, 2012. The resultant contract will include four 12 month option periods. Each option, if exercised, will extend the period of performance as follows:

Base Period: 1 Oct 2011 through 30 Sep 2012
Option I: 1 Oct 2012 through 30 Sep 2013
Option II: 1 Oct 2013 through 30 Sep 2014
Option III: 1 Oct 2014 through 30 Sep 2015
Option IV: 1 Oct 2015 through 30 Sep 2016

A single award is contemplated for the services under this performance-based contract.

SECTION C -- DESCRIPTIONS and SPECIFICATIONS

BACKGROUND

In the past, the Trademark (TM) Office relied on paper driven processes to receive, review, and file TM applications and files. The TM Office has undergone a redesign of many of its paper-driven business processes to move toward electronic processing of applications. More is planned to streamline and improve processes and implement additional electronic capabilities.

Looking forward, the TM Office intends to increase electronic capabilities with improved online systems that allow customers to complete the registration process with beginning-to-end electronic processing. These activities will reduce the overall flow of paper applications and paper correspondence to and from the TM Office. Improved electronic systems may also result in a reduction of fees processing activities as customers will increasingly complete transactions in an online, self-service format.

The work described in this RFP is under the umbrella of the Office of TM Services and specifically, an extension of the Pre-Examination Unit. The administrative work supports other TM office functions and provides customer service to internal and external customers. These administrative support functions provide smooth handling of incoming and outgoing mailroom services, paper TM application handling and scanning functions, fees processing, refunds processing and cashier duties, scanning documents related to TM applications and registration, managing email boxes for TM requests from TM examining attorneys and customer requests.

The purpose of this solicitation is to enter into a responsible partnership with a contractor to move the TM office forward with an approach flexible enough to adjust to the evolving office systems and processes. TM looks to work together with a motivated contractor toward streamlined processes that emphasize a customer service oriented atmosphere for all TM customers.

Scope of Work:

The contractor shall provide all necessary qualified personnel, labor, supervision, management, training and administration to support the requirements for the TM Mailroom Operations, Initial Intake, Scanning, Fees Processing, Cashier Duties, Email Boxes, Program Management and Reporting.

Requirements:

The work required is an extension of the Pre-Exam Unit within the Office of TM Services. The contracted activities are intertwined and work may be passed from one group to another to complete all required steps for work processing. However, the work can generally be divided into a few broad functions. All work is performed in the

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Madison East building, on the USPTO campus. The contractor shall provide administrative services to handle the following TM Office functions:

- Mailroom Operations – The TM mailroom is the designated point for all inbound and outbound TM mail. This includes USPS mail, courier mail and inter-office mail.
 - Inbound Mail functions: Sort, deliver and track mail to established mailstops within TM Offices and designated stops within USPTO campus twice daily; pickup mail at additional on campus locations; assist couriers with deliveries.
 - Outbound Mail functions: Pick up mail from established mailstops within TM Offices and designated stops within USPTO campus twice daily; Apply appropriate postage with postage meters, prepare letters for mailing with Inserter/Folder machine; prepare courier shipments, assist TM employees with mail needs and courier mail.
 - The TM mailroom staff interacts with the Patents Office Mail Center to exchange errant mail and provide support to ensure smooth delivery of all USPTO Mail. The Patents Office Mail Center is located in the Randolph Building on the USPTO campus.
 - Assists TM employees with mail needs and courier mail.
 - Mail Operations may be requested to provide miscellaneous support related to moving mail, parcels and files for TM staff.
 - Mail room staff shall be familiar with mail operations and equipment to properly use mailroom equipment, such as mail/postage meters, insert/fold equipment, mailroom practices and USPS postage practices.
 - Mail Room staff shall be trained to detect and respond to suspicious packages
- Initial Intake and Scanning Operations – New paper applications for TMs and subsequent paper correspondence for applications and registrations are opened and scanned by the contractor. Some customers submit paper requests for renewal actions and other maintenance actions; these paper requests are processed in the same fashion as other paper requests by the contractor.

The role of Initial Intake Operations is to prepare mail, Rightfax (facsimile documents), files, and other documents, for scanning, research and resolution of any issues. Virtually all papers, documents, faxes and files are scanned and uploaded into TM systems for electronic access by the TM employees and the public. The electronic files are uploaded into TM systems and the paper is prepared for storage in warehouse files. Occasionally, entire paper files may require scanning to create the electronic file. In addition, there are requests from examining attorneys, TM offices, the public and registrants for documents and files to be scanned.

The electronic records may not include specific personally identifiable information (PII). Contractor personnel must be able to recognize PII. This

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information, including credit card and banking information may not be scanned and uploaded and must be redacted from the scanned documents.

- Initial Intake
 - identify or assign registration or serial numbers
 - photograph bulky specimens
 - resolve returned mail issues
 - ensure fees are processed
- Scanning
 - Virtually all papers, documents, photos, files and faxes are scanned
 - Scanned images are uploaded into TM systems to create electronic records
 - Ensure that no PII is scanned or that personal information is removed or redacted
 - Images are classified to reorder the pages/images correctly in the electronic file
 - Ensure Informals are handled
- Email Boxes: Processing messages from multiple email boxes to address requests from external customers as well as requests from all areas of the TM organization. Although the public may request assistance via email, most messages are internal TM customer requests. Completed messages are archived electronically. Currently there are six email boxes. All boxes shall be checked at least every 4 hours and initial action on each message shall occur within one business day of receipt.

1. TICRS Indexing

The purpose of this e-mailbox is to monitor requests from examiners to index unclassified documents already scanned into TICRS, as well as specific documents within a record in TICRS. Requests to this mailbox require reclassification of files or documents in TICRS Data Maintenance Module (DMM). The TICRS indexing request shall have a 24 hour processing turnaround.

2. TM Filing Receipt

The purpose of this e-mailbox is to monitor requests from the public to correct filing receipts. Requests for filing receipt corrections are also received by correspondence and RightFax.

If the filing receipt can be corrected, the information is edited in Trade Ups, the correct code is entered in the Personal Computer Bar Code Reader (PCBCR) and a new filing receipt will be generated to be forwarded to the customer. If the filing receipt cannot be corrected, the request is printed out, "Correction" is crossed out and "Voluntary Amendment" is written in. It is then attached to a Work Location Routing

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Sheet, which is routed to the warehouse. The filing receipt request shall have a 24 hour processing turnaround.

3. TM Finance

The purpose of this e-mail box is to monitor requests from the examining attorneys to make some correction to the fees paid. Corrections are made in the Revenue Accounting and Management system (RAM). After processing, the requests are given to the Fee Window to take to the Finance Office. The finance request shall have a 4 hour processing turnaround.

4. TM Pre-Exam Support Request

The purpose of this e-mail box is to monitor requests to address problems with new applications. Requests to this mailbox involve correcting something missing or incorrect on a new application. Frequently, the request centers around and includes a document attachment to be scanned into the file. If the request has an attachment, the attachment is printed and scanned into TIGRS. The pre-exam support request shall have a 24 hour processing turnaround.

5. TM Scanning

The purpose of this e-mail box is to monitor public and internal requests to scan files or documents within files. Requests to this mailbox fall into two categories: those that require the physical file and those that do not require the file. After the request is completed, a response confirming completion is sent to the requestor. The scanning receipt request shall have a 24 hour processing turnaround or a 7 day processing turnaround if the contractor has to order a file from the warehouse. Files are ordered through the File Ordering System.

6. TM Informals

TM Informals is a process to correct or deny incomplete applications. The purpose of this e-mail box is to receive internal requests to mis-assign a file. If the minimum filing requirements were not met, TM denies a filing date, refunds the filing fee and returns the application documents with notification of the reason for denial. If the filing date was granted and a serial number assigned, TM cancels the filing date and serial number, refunds the fees, and notifies the applicant of the reason for denial. The TM Informals request shall have a 24 hour processing turnaround.

RightFax Queue

The contractor monitors the main RightFax queue for the main number for TM to receive facsimile transmissions (faxes). USPTO employees have the ability to receive faxes at their workstations. It is the general fax numbers that direct messages to this queue. The contractor will handle

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faxes that apply to TM Pre-Exam operations and redirect faxes for other offices. The RightFax Queue shall be checked at least every four hours.

- Fee Processing, Refunds, Cashier duties – Fee processing includes all fee-related transactions at the pre-examination stage for paper filings. Fees are collected with new paper applications and with subsequent paper requests for various application-related actions (petitions, additional classes, extensions, etc). Requests are also received by email from examining attorneys. Requests may be received via mail, email, fax and walk-in service at the TM customer service window.

The contractor staffs the TM walk-up customer service window Monday – Friday from 8:30 am to 5:00 pm. The window is located on concourse level of the Madison East building on the USPTO campus. The window area is separated from the rest of the contracted staff and is also known as the TM Finance Window. The window services include accepting and processing TM customer requests delivered in-person to the window. Staff at the window perform cashier duties issuing copishare debit cards (aka DAC cards) and processing additional transactions for the cards. The cashiers also process transactions for the Universal Personal Workstation (UPWS) accounts used for printing and copying in the USPTO Public Search Facility.

Fee processing guidelines are included in the Standard Operating Procedures (SOP), **Appendix D**, and the Fees Processing Procedures.

Fees Processing and Refunds Processing

- Fees Processing according to Revenue Accounting Management (RAM) system guidelines
- Identify date of payment
- Process fees/checks/deposit account/credit card/payment in RAM
- Process Refunds according to guidance for payment method
- Perform batch reconciliation
- Prepare daily batch documentation for USPTO Finance office delivery
- Deliver daily receipts to the USPTO Finance office in the Carlyle Place building on the USPTO campus
- Observe all security requirements for payment/refund transactions

Cashier Duties

- At the TM walk-up customer service window, the contractor staff assists customers with debit cards and deposit accounts used to copy and print from documents, online and microfilm in the Public Search Facility on the first floor of the Madison East building. Funds may be added to on-line accounts and existing debit cards at the window. The staff will work with DAC Cards – Cards for Xerox and microfilm machines and UPWS – Universal Public Workstations.
- Process fees/checks/deposit account/credit card/payment in RAM

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- Issue new debit cards with a one-time fee of \$1.00 per; replenish balance on cards
 - Process Refunds according to guidance for payment method
 - Perform batch reconciliation
 - Prepare daily batch documentation for USPTO Finance delivery
 - Receipts are delivered daily to the USPTO Finance office with other Fees
 - Cash is secured
 - Observe all security requirements for payment/refund transactions
- **Program Management and Leadership** – The contractor shall assign an on-site Program Manager (PM) who is responsible for oversight of all operations and must possess in-depth knowledge of day-to-day operations, contract requirements and workflow. The PM shall ensure the smooth functioning of the services required under the contract. The PM will work closely with the agency’s Pre-Examination Unit Operations Manager; the contractor’s work is an extension of the Pre-Exam Unit. The PM shall be on-site during business hours and be able to respond to all government inquiries during those hours.

The PM shall be the primary point of contact for the Contracting Officer Technical Representative (COTR). The PM and COTR shall meet at least once per month to discuss the status of all services. The PM shall ensure timely submission of all required reports and report each change of contractor staff to the COTR. The PM shall designate a capable alternate when the PM is out of the office; the PM or his/her alternate shall be responsive to the COTR or the COTR’s alternate when the COTR is out of the office.

The PM must have demonstrated skills in personnel management and demonstrated experience in program or project management. The PM must possess at least standard/current office automation skills. The PM will be identified as “Key Personnel” in the contract. Upon contract award the contractor shall provide the resume of the PM assigned.

Additional Leadership Responsibilities

- The contractor shall assign a senior level individual to oversee the Fees Processing Duties. This person shall be responsible for ensuring all tasks related to fees, refunds and cashier duties are completed in accordance with the USPTO Finance and TM guidelines.
- The contractor shall periodically monitor daily throughput of the contractor’s work into the TM systems and notify TM of problems and concerns. Corrective actions to problems identified by the contractor are limited, such as restarting modules. However, monitoring ensures that concerns are quickly identified, resolved, or escalated. A separate monitoring workstation is provided for this activity.

- Administrative tasks – The Office plans further evolution of its IT systems and streamlining of processes during the planned contract life. The contractor may be asked to participate in meetings or provide input to documents. The contractor may be asked to provide support for short projects. Such request shall be within the overall scope of the contract and shall not impede contract performance.

General:

Equipment and systems:

The government will supply up to 25 workstations that include a desk, chair, PC, printer access and internet access. Barcode readers are supplied where the work requires. The government will supply up to eleven scanners at these workstations. Telephones are not provided at every workstation, however telephones are provided for the PM, mailroom, walk-up service window and where the work requires phone access.

Computer equipment and systems maintenance is provided through the OCIO Help Desk for the government provided systems and equipment identified in this RFP. The contractor will notify the Help Desk directly of malfunctions or problems with government supplied equipment or systems. Response/resolution for reported problems depends upon the individual problem. The contractor shall notify the COTR of any systems failures or problems that impede or delay the contractor's work performance. The contractor is prohibited from installing, maintaining or operating any software on the government computers and systems.

Mailroom equipment: The current mailroom equipment is listed in **Appendix A**. During the contract life, the government may replace or add equipment. All equipment is maintained with a maintenance service contract outside the scope of this RFP and resulting contract. Additional equipment for fees processing and cashier duties are provided at the workstations assigned to those individuals. Equipment includes check readers, printers and required software.

Office Supplies:

The government will provide office supplies required to complete the work.

Office Space:

The government will supply one office for the Program Manager. Additional offices will be provided if they are available.

Work Volumes and Accuracy and Cycle Time Standards:

Projected Work Volumes are identified on the chart in **Appendix B**. The Office values accuracy, consistency and customer service for all services. The accuracy standards for all work performed is 97%. Cycle time standards vary with the specific work performed. A chart is included in **Appendix C**.

Government Quality Assurance:

The Pre-Exam Unit is responsible for monitoring and evaluating the contractor's performance. Verification of the work quality and timeliness is accomplished through monitoring and auditing services to ensure compliance with the applicable standards. The government will monitor adherence to the contractor's proposed quality assurance plan, which will be incorporated into the resultant contract.

Reference Documents:

The Government maintains a comprehensive SOP manual (**Appendix D**) to provide instructions and guidance. The contractor is expected to collaborate with the government to update and revise the SOP and other guidance documents to ensure they are up-to-date as work flows change and other systems are updated, changed or eliminated. The SOP references additional documents and instructions that are maintained on USPTO intranet websites.

Reporting:

The government requires weekly reports of the tasks and work completed to capture a numerical summary of accomplishments for the Office. Reporting may be one or multiple reports. The contractor shall provide a weekly report of production and tasks for each week; the report shall include year to date numbers as well. The contractor shall propose a format. In addition to the weekly reports the contractor shall provide an annual report (one calendar year, and one fiscal year). On an occasional basis, the government may request additional ad hoc reports, not to exceed two per month. The government may adjust the entries on the weekly report in support of changing workflows as the office increases automation. Such adjustments (added and/or deleted entries) shall be implemented in coordination with the Program Manager and shall be limited to data that is reasonably counted.

Weekly reports are due each Monday by noon and must include weekly and YTD workloads for at least the following tasks:

Mailroom Operations

Total Count of Incoming Mail by source of type of mail received:

- Interoffice pickups
- Couriered mail
- USPS mail
 - USPS-returned mail
 - USPS-returned Tpostal postcards
- Walked-in mail received
- Mail from OIPE Received
- Other incoming

Total Count and costs of Outgoing Mail:

- Metered Automailer
- Pitney Bowes Insertter
- Pitney Bowes DM 1000

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- Number of pieces by class
- Postage used per class and total
- Total postage remaining each meter

Other Total Counts:

- Rightfaxes
- Mail Sorted Out for TTAB
- Items sent to the International Bureau
- 89-series documents
- Fastener Quality Act Filings
- Paper-submitted Responses to Office Actions
- ITU Divisional Requests

Fee Processing and Cashier Duties

Fee Processing (number of transactions):

- New Application fees processed
- Flatwork fees processed
- Refunds processed
- Window Transactions – Fees
- Email requests for fees processed
- Other transactions performed (summarized) Cashier Duties
- Copishare cards issued
- Transactions to add funds
- UPWS accounts (count of accounts created, funds added, transactions)

Scanning:

- Incoming Paper Correspondence Count (Routing Sheets generated)
- Paper applications scanned
- Other items scanned (summarized)
- Registered files scanned

In Support of Pre-Exam data processing

- Rescans
- Informalities
- Specials

Miscellaneous:

- Cancellations scanned
- Count of Personnel on Contract
- File wrapper requests count

Hours of Operation:

Services are required Monday through Friday, year round (except Federal holidays as defined elsewhere in the contract). All work is performed on site. Other TM employees work a variety of flexible schedules and TM work is performed from early in the morning

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until late at night and may occur every day of the week. To provide customer support, the contractor shall establish a regular schedule where customers can anticipate service between the hours of 8:00 am and 4:00 pm. System maintenance is performed overnight and employees may not begin working before 6:00 am. The walk-up customer service window, also known as the TM Finance Window in MDE, Concourse Level, Room C55 must be staffed with at least one customer service representative Monday through Friday from 8:30 am to 5:00 pm. USPTO office space is open 24 hours a day, 7 days a week, however, heating and air conditioning hours are limited to 6:00 am to 10:00 pm Monday through Friday.

Security, Training, and Safety Procedures:

All employees must adhere to the USPTO security requirements for eligibility. All employees must complete USPTO required training (usually computer based) to maintain computer system access privileges and access badge eligibility. Employees shall observe all safety and security emergency drills and emergency instructions.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables, reports and manuals may also be requested to be submitted electronically.

SECTION E – INSPECTION AND ACCEPTANCE

Clauses by Reference

Clause	Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996

E.1 GOVERNMENT QUALITY CONTROL PROCEDURES

1.1 Introduction. These Procedures will be used by the government to monitor and evaluate the adherence to the contract and to the Contractor's Proposed Quality Assurance Plan which will be incorporated into the resultant contract. These procedures involve reviewing and auditing the services and activities to verify compliance with the applicable procedures and standards, and assuring the appropriate visibility for the results of the audits and reviews. Performance will be measured against the SOP and other established guidelines and procedures.

These procedures serve as a guide of QC activities and will be tailored further by a Quality Control Team to fit their specific activities. The QC Team will be coordinated by and report to the Pre-Examination Unit Supervisor. The team will be comprised of Pre-Examination Unit staff. The role of the QC Team is to assist the COTR in monitoring the contract. The Pre-Examination Supervisor or the COTR may request input from the Office of TM Program Control, the Office of the Chief Information Officer, TM Systems Division and other Offices served by the contract for evaluating contractor performance.

1.2 Purpose. These procedures describe the standards and processes used by the government to inspect the quality of services provided by the contractor. The QC process is concerned with establishing the authority of the QC function, quality assurance standards, procedures, policies, and monitoring/evaluation processes to determine quality in relation to established standards. QC provides standards against which the quality of the service being provided and the progress toward completion can be measured. QC activities concentrate on the prevention of problems through the continuous improvement of processes.

1.3 Quality Control Procedures

Different methods and techniques will be utilized depending upon the specific quality control activity. The techniques, tools, and procedures that may be used are as follows:

- Walkthroughs – Formal or informal walkthroughs are used to observe performance and compliance with established procedures at any stage of the workflow.
- Reviews – An evaluation of an activity or process to assess compliance with established procedures; or to examine products or processes against quality factors through the use of checklists, interviews, and meetings.
- Audits – An examination of a work product or process to determine compliance with specifications, standards, contractual agreements, or other pre-established criteria.
- Evaluations – An evaluation activity that examines products/services to determine compliance to requirements.
- Process improvement – A process improvement program designed to reduce the error rate in a process.

Each of the following tasks must be reviewed against SOPs and work instructions, and contract requirements, the contractor's Quality Assurance Plan which is incorporated in the resultant contract, compared to contractor production reports, and inspected against the error-free standard and cycle time requirements. The Government QC Team will create a weekly report provided to the Pre-Exam Supervisor and COTR; discrepancies will be discussed with the contractor at any time but at least at monthly status meetings.

A. Mailroom Operations and Initial Intake

- Rightfaxes. Review the folder of faxes awaiting processing once a week. Review the incoming faxes in TICSRS for the previous week against the production counts recorded on the COTR report. Review at least 10 faxes a week.
- Incoming Mail. Conduct a walkthrough of the mailroom weekly to ensure no mail is sitting unprocessed. Verify that courier-barcoded mail is tracked by checking no fewer than 5 a week. Check all delivery locations at least once a bi-week to ensure routing is accurate, mail was correctly and timely processed according to the SOP. Validate mail dates assigned at least once a week.
- Outgoing Mail. Conduct a walkthrough each week of all pickup locations, ensuring outgoing mail is picked up. Check metered outgoing mail to ensure correct postage is being applied and that mail is sealed. Verify that incoming applicant-supplied postcards are being processed out timely, that all outgoing mail is being processed timely
- Mail Equipment. Check the postage meters and compare to COTR report. Ensure adequate postage funding remains for use by the meter equipment. Make sure the equipment is functioning properly, that imprinters have enough ink and that sealers and folders are working properly.
- USPS Returned Mail. Verify that all USPS returned mail has been processed promptly and according to the SOP. Check the prosecution history of at least 10 USPS-returned mail items each week by viewing the documents in TICSRS.

File Assembly. Verify that files created are completed according to standards.

Ensure the serial number barcode on the file wrapper matches the serial number of the contents of the file. Ensure the file is in the proper physical and logical location awaiting transfer to the warehouse.

B. Scanning

Incoming Paper Correspondence. Select at least 100 scanned documents a week from the boxes awaiting pickup and transfer to the warehouse. Ensure the documents are two-hole punched, the Physical Location Routing Sheet is attached, the serial number is correct and matches between documents and electronic file records, the document(s) uploaded to TICRS and are legible. Check the prosecution history of the s/n to ensure only one entry was made.

New Paper Applications. Select 10 new paper applications a week and review the physical file contents against the electronic record in TICRS.

Registered Files. Choose a sampling of at least 50% of the scanned files each week and review the contents of the physical file against the electronic record in TICRS. Ensure that the registration certificate and the most recent incoming documents were classified correctly. Check that TRAM is showing the scanning flag is set to true.

C. Email Boxes and Other. Review the special request email boxes weekly to ensure no outstanding scanning or reclassification requests go unprocessed. Check no fewer than 5 informalities each week to ensure transactions were accurately applied, that the correct form letter was used. Check refund in RAM and check TRAM. Check the electronic folders and directories monitored by the contractor once a week. Check at least one scanner per week for proper scanner maintenance.

D. Fee Processing & Cashier Duties. Select at least 100 documents processed each week. Verify appropriate fees were applied. Conduct weekly walkthroughs of fee processing area to ensure no documents are sitting around unprocessed. Contact the PTO Office of Finance each month to inquire about reconciled submissions from the TM Finance Office. Verify the public service window is staffed during contract hours.

E.2 GOVERNMENT INSPECTION

If any of the services do not conform to contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no additional charge to the Government or increase in the contract amount.

SECTION F: DELIVERIES AND PERFORMANCE

Clauses by Reference

Clause	Title	Date
52.242.17	Government Delay of Work	Apr 1984
52.242-15	Stop-Work Order	Aug 1989

F.1 PLACE OF PERFORMANCE

All contract performance shall be accomplished at the USPTO facility, 600 Dulany Street, Alexandria, VA.

F.2 REPORTS

Delivery of reports shall be made to:

(To be provided at time of award)

At a minimum each report shall contain the following information on the first page:

- Contractor Name
- Contract Number
- Title of Report
- Date of Report
- Time period covered

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs

incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)
ADDRESS: U.S. Patent and Trademark Office
(to be designated at contract award)
PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) For TM Intake Support Services work completed by the contractor and inspected and accepted by the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

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(b) An invoice shall be provided for each completed CLIN from an executed modification. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and task/delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific task/delivery order;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Period of performance covered by the invoice
- (7) The following statement on the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services/products shown on the invoice have been performed and are accepted.

COTR Signature

Date

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.5 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis.

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.217-8 OPTION TO EXTEND SERVICES. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

H.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years

Exercise of an option will result in the following contract modifications:

The Period of Performance of the contract will be extended as follows:

Option Period	Period of Performance
Option I	12 months from expiration of the base year period of performance
Option II	12 months from expiration of Option I
Option III	12 months from expiration of Option II
Option IV	12 months from expiration of Option III

H.3 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and

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provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.5 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Christmas Day	December 25
Inauguration Day	TBD

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the contractor when early release of Federal employees has been authorized.

H.6 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor

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personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.7 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.8 REFERENCE TO CLAUSE PTO-04C

Reference is made to Section H Clause PTO-04C, the paragraph entitled "Secrecy and Usage of Patent Information" does not apply to this requirement.

H.9 PTO-06 LIMITATION ON CONTRACTOR ADVERTISEMENT

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

(End of clause)

H.10 PTO-17 CONTRACTOR FOIA REQUIREMENT

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

H.11 PTO-10 - Agency-Level Protest Procedures (DEC 1996)

a. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

b. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

c. PROCEDURES:

- i. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Chief Financial Officer
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

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Office of the General Counsel

General Law Office
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

- ii. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.
- a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
 - b. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
 - c. To be complete, protests must contain the following information:
 - 1. the protester's name, address, telephone number, and fax number
 - 2. the solicitation or contract number, name of contracting office and the contracting officer
 - 3. a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - 4. copies of relevant documents supporting protester's statement
 - 5. a request for ruling by the agency
 - 6. Statement as to form of relief requested
 - 7. all information establishing that the protester is an interested party for the purpose of filing a protest
 - 8. all information establishing the timeliness of the protest
 - 9. All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the

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issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

iii. Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- a. The supplies or services are urgently required,
- b. delivery or performance would be unduly delayed by failure to make the award promptly, or
- c. a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- d. contract performance would be in the best interest of the United States, or
- e. urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

d. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- i. terminate the contract,
- ii. re-compete the requirement,
- iii. issue a new solicitation,
- iv. refrain from exercising options under the contract,
- v. award a contract consistent with statutes and regulations,

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- vi. amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- vii. such other remedies as the decision-maker may determine are necessary to correct a defect.

(End of provision.)

H.12 Service Contract Act Wage Determination

The contract is subject to the Service Contract Act of 1965. In the performance of this contract, the Contractor shall comply with the wage determination issued by the U.S. Department of Labor. The latest wage determination is incorporated into this contract as Attachment A as noted in Section J.

SECTION I CONTRACT PROVISIONS AND CLAUSES

52.252-2 Clauses by Reference

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Clause	Title	Date
52.202-1	Definitions	July 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-7	Anti-Kickback Procedures	Oct 2010
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contractor Registration	Apr 2008
52.207-3	Right of the First Refusal of Employment	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.215-2	Audit and Records – Negotiation.	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.222-3	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sept 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-41	Service Contract Act of 1965	Nov 2007
52.223-6	Drug-Free Workplace	May 2001
52.228-5	Insurance – Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Apr 2003
52.232-1	Payments	Apr 1984
52.232-17	Interest	Oct 2010
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.233-1	Disputes	July 2002
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	July 1995
52.242-15	Stop Work Order	
52.242-17	Government Delay of Work	
52.243-1 Alt 1	Changes – Fixed Price	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed Price)	May 2004

52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
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**I.1 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE
8(a) CONCERNS – ALTERNATE III (DEVIATION)(AUGUST 2009)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation shall be made directly by the contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ (insert name of SBA's contractor) will notify the United States Patent and Trademark Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.2 52.219-14 LIMITATIONS ON SUBCONTRACTING. (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

**I.3 52-219-72 NOTIFICATION TO DELAY PERFORMANCE.
(DEVIATION)(AUGUST 2009)**

The Contractor shall not begin performance under this contract until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the contracting officer, performance under this contract may begin on the third working day following receipt of the contract. If a determination of ineligibility is issued within the 2-day period, the contract shall be considered cancelled.

SECTION J – LIST OF ATTACHMENTS

1. Mailroom Equipment List - Appendix A
2. Projected Work Volumes – Appendix B
3. Summary of Cycle Time Requirements - Appendix C
4. Pre-Examination Standard Operating Procedures dated April 2011 – Appendix D
5. Department of Labor Wage Determination, WD 2005-2103, Rev. 10 dated June 15, 2010 – Attachment A
6. Past Performance Questionnaire – Attachment B

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

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(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___(B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

SECTION L: INSTRUCTIONS TO OFFERORS

Clauses by Reference

Clause	Title	Date
52.215-1	Instructions to Offerors – Competitive Acquisition	Jan 2004
52.237-1	Site Visit	Apr 1984

L.1 NAICS

The North American Industry Classification System (NAICS) Code is 561499, “Other Business Support Services”. The size standard is \$7M.

The government contemplates award of a firm fixed price services contract resulting from this solicitation.

L.2. INQUIRIES

All offerors who would like to submit questions, in relation to the requirement described in this RFP, must submit questions NO LATER THAN 5 P.M. Eastern Standard Time (EST) **Thursday, June 30, 2011**. Questions shall be submitted by email to the Contracting Officer, Shellie.Eaton@USPTO.GOV. Questions will not be answered unless addressed in this manner. Note, if the RFP itself provides the answer to the offeror’s question, the Contractor Officer will provide the answer that “The solicitation is clear on its face.” The RFP remains unchanged unless the Contracting Officer issues a formal amendment to the RFP.

No information or requests for clarification will be provided in response to telephone calls from Offerors.

L.3. SITE VISIT

A site visit/walk through is scheduled for **Wednesday, June 22, 2011** in the Madison East Building, 600 Dulany Street, Alexandria, VA. Those interested in attending must submit each individual attendee’s name and company affiliation by email to Janet.Hill@USPTO.GOV, no later than **5 PM Friday, June 17, 2011**. Each company is limited to two representatives. Arrival time for the site visit is 9:45 AM on the first floor of the Madison East Building, near the guard station. Badges will be passed out by Janet Hill beginning at 9:45 AM. The site visit will last approximately one hour and will begin promptly at 10:00 A.M. This is the only site visit that will be scheduled for this RFP. Visitors must have USPTO-issued visitor badges to attend the site visit. Parking is the responsibility of the attendee. No questions or requests for clarification will be provided at the site visit.

L.4 PERIOD OF ACCEPTANCE FOR OFFERS

Provision L.4 supercedes any information on the cover page of this RFP with respect to the time period the offeror's offer will be valid for acceptance. Unless the offeror explicitly states otherwise, its offer shall be valid for acceptance by the Government for 120 calendars days from the date the RFP closes.

L.5 PROPOSAL AND TECHNICAL INFORMATION SUBMISSION REQUIREMENTS

In order to be considered for award offerors must submit a "proposal" and "technical information." Proposal and technical information shall be addressed as follows:

USPTO
Office of Procurement
PO Box 1450
Mail Stop 6
600 Dulany Street
Alexandria, VA 22313-1450
Attn: Shellie Eaton

Proposals and technical information are due by Monday, July 18, 2011 no later than 3 o'clock P.M. Eastern Standard Time (EST).

Offerors are responsible for accessing the USPTO Office of Procurement web page <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm> for any amendments and/or additional information regarding this RFP.

The USPTO request those responding to the solicitation to provide the following information on 8 ½" by 11" white paper formatted for Microsoft Office 2000 and formatted for 8 ½" by 11 page with single-spaced print. Do not use more or less than 12 characters per square inch. Foldouts may not be larger than 11" x 17". Any page limits are listed with the description of the elements of your proposal set out below. The offeror is required to submit an original and (2) copies of the proposal and technical information in the following format:

Volume I:

- Technical Approach
- Quality Assurance Plan
- Past Performance

Volume II:

- Price Proposal - A completed Section B of the RFP, entitled "Supplies/ Services and Prices", with supporting detail

- A completed Section K “Representations and Certifications” or reference that current reps and certs are on OCRA (a component of the proposal)

The “proposal” portion of the offeror’s submission in response to the RFP consists of:

1. A signed RFP cover page, along with signed cover pages of all amendments to the RFP
2. A completed Section B of the RFP, entitled “Supplies/ Services and Price”, with supporting detail
3. A completed Section K (Representations and Certifications), or reference to current reps and certs on ORCA
4. Quality Assurance Plan

A. TECHNICAL APPROACH

The offeror will describe its ability to provide and manage the full range of management and technical activities to successfully perform service in accordance with the scope of work in **15 pages or less**. The offeror will address its staffing plan with respect to recruitment. The offeror must provide a resume of the proposed PM. The offeror will address a transition plan that will allow it to be fully functional on October 1, 2011. The offeror will explain how the above average information technology skills of its Program Manager will better support the offeror’s ability to successfully perform services in accordance with the scope of work. The offeror should provide any other information the offeror considers relevant to the solicitation.

The evaluation will consider relevance, credibility, responsiveness, and completeness of the approach. The USPTO will assess the offeror’s understanding of the requirement and viability of the planned approach.

B. QUALITY ASSURANCE PLAN

The Quality Assurance Plan shall not exceed **ten (10) pages** in total. The successful offeror’s Quality Assurance Plan (QAP) will be incorporated into the contract at the time of award. The Government Team will provide a Contracting Officer and Contracting Officer’s Technical Representative for implementation of the QAP.

The QAP shall, at a minimum, address the following.

- (1) Evaluation for every CLIN performed or delivered under this contract. The plan must detail the procedures to be utilized to insure quality performance.

- (2) Where, whom and how often contractor process controls and inspections will be performed. Contractor shall state the number of people that shall be permanently assigned to this program and their assignments.

Failure to maintain the Quality Assurance Plan in accordance with the offeror's plan which is incorporated into the resultant contract may result in the Government's termination of the contract for default.

Note: The Quality Assurance Plan will be incorporated into the resultant contract and will be binding.

C. PAST PERFORMANCE INFORMATION

The Past Performance Information shall not exceed **seven (7) pages** in total inclusive of all Offeror references. This description must include, at a minimum:

- 1) Experience in managing similar size requirements and performing comparable or relevant experience.

This section shall demonstrate the Offeror's experience and past success at providing skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in this RFP.

- 2) List of current or previous contracts (included in the seven (7) page limitation)

The Offeror shall provide current points of contact (Contracting Officer and COTR), point of contact's telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts. The Offeror should provide information on any problems encountered on the identified contracts and the corrective action taken.

- 3) A Past Performance Questionnaire form, **Attachment B**, is provided for the offeror to give to their references. This form should be completed by the reference and submitted via fax or email not later than the RFP submission due date to the following (as per attachment instructions):

U.S. Patent and Trademark Office
Office of Procurement
Attn: Shellie Eaton
Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450
FAX Number: 571-273-5146
Email: shellie.eaton@uspto.gov

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

* The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to evaluate only those references.

* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

* The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

D. PRICE

The USPTO anticipates award of a firm-fixed price contract. Offerors shall provide unit pricing for each CLIN listed in Section B, "Schedule of Supplies/Services and Prices," and submit this with their proposal. Offerors must propose unit prices for each CLIN for all periods of performance. Offerors **MUST ALSO** provide detailed pricing data which demonstrates each element (quantity of labor hours or FTE, labor rates, taxes, benefits, etc.) of the price build for each of the proposed unit prices. The offeror's proposed pricing shall comply with Department of Labor Wage Determination 2005-2103 (Rev 10) dated 6/15/2010, Attachment A.

SECTION M: EVALUATION FOR AWARD

Clauses by Reference

52.217-05	Evaluation of Options	July 1990
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M.1. Single or Multiple Award

- The USPTO intends to make a single award.

M.2. Award without Discussions

The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions may be conducted as described in either the Federal Acquisition Regulation (FAR) or the Patent and Trademark Office Acquisition Guideline (PTAG).

If discussions are conducted in accordance with the FAR, the Contracting Officer may determine that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. In such circumstances, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offerors.

M.3 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of any contract will be made to the responsive, responsible Offeror whose technical proposal including options, as well as *technical information (technical approach, quality assurance plan, and past performance)*, and price proposal including options represents the best overall value to the USPTO.

Evaluation Factors are listed here in descending order of importance:

Factor A Technical Approach –

- The evaluation will consider the relevance, credibility, responsiveness, and completeness of the approach. The USPTO will assess the offeror's understanding of the requirement and viability of the planned approach.)

Factor B Quality Assurance Plan (QAP) -

- The Government will evaluate the QAP in regards to its overall comprehensive approach, its realistic goals and its flexibility in meeting its overall plan.

Factor C Past Performance –

- Relevant experience
- Same or similar size & scope
- Provide at least three Government and/or commercial clients

Factor D Price –

- Shall provide unit pricing for each CLIN listed in Section B.
- Propose unit prices for each CLIN for all periods of performance.
- Must provide detailed pricing data which demonstrates each element (quantity of labor hours or FTE, labor rates, taxes, benefits, etc.)
- Proposed pricing shall comply with Department of Labor Wage Determination 2005-2103 (Rev 10) dated 6/15/2010, Attachment A.

When combined the Non-Price Factors are significantly more important than the Price Factor.